

Client terms

VERSION 2026-11 • NOVEMBER 2026

These terms are part of the agreement between you, the client named in the proposal that refers to them, and Shawn Nabizada, sole proprietor, doing business as Snabby Software (registered in Québec as Logiciels Snabby), called “we” or “us” in these terms. The proposal says which systems we build and run for you, what they do, the dates and the prices. These terms say how everything else works. Where the proposal and these terms differ, the proposal governs its prices, dates and scope, and these terms govern everything else.

Version 2026-11. These terms are published at snabbysoftware.com/terms/2026-11, and each version stays available at its own address.

1. Words used in these terms

- **System:** a set of automated steps that we build and run for your business. You give it a few inputs; it runs checks and AI steps; it gives you outputs.
- **Inputs:** what you or your users give a system, such as answers, notes, photos, files and your business profile.
- **Outputs:** what a system makes for you, such as texts, images, reports and files.
- **Your portal:** your private client portal, where you sign in to use your systems, send us messages, see your invoices and download your files.
- **Business profile:** the facts about your business that you fill in once in your portal and that your systems read.
- **Setup:** the work from your first payment to go-live. **Go-live:** the day your system starts running for you in full.
- **Billing month:** the month a monthly fee pays for. The first one starts on your first monthly charge, and each next one on the same day of the next month (or on the last day of a month that has no such day). It does not follow the calendar month.
- **Last day of service:** the last day your systems run for you. If a billing month you have paid for is running on the day this agreement ends, it is the last day of that month. Otherwise (for example before go-live, or after go-live and before your first monthly charge), it is the day this agreement ends.
- **Business day:** Monday to Friday, except public holidays in Québec: January 1, Good Friday, Easter Monday, the Monday before May 25, June 24, July 1 (July 2 when July 1 is a Sunday), Labour Day, Thanksgiving and December 25.

2. What we do for you

- (a) We build the systems named in your proposal, set them up for your business, and run and maintain them every month until the last day of service.
- (b) Your systems run on our servers and accounts. You don't install, host or run anything.
- (c) Each system does what your proposal says it does. To keep it working well, we may change how it works inside (its steps, tools and AI models), as long as it keeps doing what your proposal describes.
- (d) We build and run your systems with care, as your proposal describes. Results such as calls or sales also depend on things outside our control, such as your market and your follow-through.

3. Your portal and your account

- (a) We give you a private account on your portal. In this version there is one sign-in for your business, for the person you name; by default, the person who signs this agreement. It is for that one person: please don't share it.
- (b) Keep your password to yourself, and keep two-step verification on the email account you sign in with. Whoever controls that email account can reset your password, so it is the key to your portal.
- (c) The first time you sign in on a new device, your portal emails you a code. Security notices, such as a new sign-in, a password change or a lockout, can't be switched off.
- (d) To change the email address you sign in with, ask us. Before we make the change, we call you back at the phone number we have on file for your business. The change takes effect 24 hours later, and both addresses are told at once.
- (e) Tell us at once, at contact@snabbysoftware.com, if you think someone else has used your account. To protect your data, we may end sessions, lock an account or pause access, and we tell you why.
- (f) Your portal shows what your systems take in and give out, and their results. It never shows how a system is built inside, such as its steps, prompts or AI models (clause 9(c)).

4. What you give your systems

- (a) You give each system the inputs it needs, through your portal, and keep your business profile accurate and up to date. A system that lacks an input waits for it, and your portal shows what it needs.
- (b) You confirm that you have the right to use everything you give us, and that anyone shown or named in it has agreed where the law requires their agreement. For example, a photo taken by

someone else needs that person's permission.

(c) **Photos that may show a person or a customer's address.** Your portal asks you about each such photo: nobody is in it, the people in it agreed to appear, or don't use it. A photo you haven't answered for is treated as showing someone, and it is not used. We remove location data from every photo before it is used.

(d) Your portal accepts the kinds of files your systems need and refuses any other kind, saying why. A refused file is not kept.

(e) You may delete a job, and what was made from it, in your portal.

(f) Don't use your systems for anything unlawful. When you send or publish an output yourself, you are its sender or publisher.

5. Your review, go-aheads and what is published under your name

(a) **Where your system has a review,** nothing it makes is used, delivered or queued until you approve it in your portal. Your approval covers the exact version you saw: if it changes, you see the new version first. Silence is never approval: an output you haven't answered waits, and your portal reminds you.

(b) **Changes to an output.** You can ask for changes to an output you review. Each output includes up to 2 rounds of changes; after that, your request comes to us.

(c) **A go-ahead.** You may give us, in writing in your portal's Messages, a standing go-ahead to skip your review for some outputs. We record what it covers and its date. It never covers your first outputs, a real estate broker's advertising, a reply to a review, or an output that shows a person or a customer's address. You can withdraw it at any time in your portal, and it ends at once.

(d) **Publish without my review.** A system that has no review and publishes under your name publishes that way only after you switch on *Publish without my review* in your portal. Until then, its outputs come to you for approval first. You can switch it off at any time.

(e) **You are responsible for what is published under your name,** as its publisher: what you approve, what a go-ahead covers, what a system publishes after you switched on *Publish without my review*, and what you publish yourself. We test each system before it runs for you, and every output passes our automated checks before you see it. These lower the risk of a mistake, but they don't replace your judgement.

(f) **If something wrong is published,** ask for it to be taken down in your portal, or write to us. We help you remove or correct it as quickly as we can.

(g) This clause doesn't limit our liability where the law doesn't allow it (clause 14(b)).

(h) **Posting to your Facebook Page and Instagram account.** Where your system makes posts, it posts them for you on the accounts you connect in your portal (clause 9(g)). It posts only what you approved, or what a go-ahead or *Publish without my review* covers, at the time your portal shows, and only if the post passes our checks again at that moment. Until a post goes out, you can stop it in your portal. Each post goes out under your own account, and your portal then shows its link. Until your accounts are connected, or if a post can't go out on its own, we post it for you by hand, with the access you gave us, and your portal tells you.

6. Changing your systems

(a) A change your system's settings can make is included in your monthly fee. Some choices you can change yourself in your portal, such as days, times or on-and-off options; for the others, ask us in Messages.

(b) A change the settings can't make is a paid change. We quote it in writing, at a fixed price before tax based on what the change is worth to you, never by the hour. Work starts only after you accept the quote in writing. A paid change that recurs becomes part of your monthly fee.

(c) When you ask for a change, we tell you which kind it is, and why, before any work starts.

(d) Any other change to this agreement must be in writing and signed by both of us, except a change of the monthly fee made under clause 7.5.

7. Fees and how you pay

Your proposal sets two prices: a setup fee, paid in three payments, and a monthly fee. Both are before tax, in the currency your proposal names.

7.1 The setup fee and its three stages

The setup is done in three stages. Each payment pays for one stage. It falls due when its stage starts, and it is earned once its stage has started.

Stage 1, building your system: opening your portal, setting up your business profile with you, building and testing your system for your business, and making your first outputs. It starts when we receive payment 1, which is due when you sign.

Stage 2, adjusting it with you: the changes that come from your review of the first outputs, the fine-tuning of your settings and the go-live checks. It starts when you approve your first outputs, or on the date your proposal gives for a system that has no review. If you haven't answered 14 days after we deliver your first outputs, and the delay isn't ours, stage 2 starts on that fourteenth day.

Stage 3, going live: switching your system to live once the setup is done, and your first two weeks of use, which the setup fee includes. It starts when the setup is done, as your proposal describes it under “When the setup is done”, or on the date your proposal gives.

A stage that hasn’t started costs nothing: if this agreement ends before a stage starts, that stage’s payment never falls due. Your system goes live once all three payments are received and the go-live checks are complete.

Your go-live date and our guarantee. Your proposal states your go-live date as a number of business days after we receive what it lists as needed from you, such as your answers, photos and access. Each business day we then wait on you, for an answer, an approval, an access or a payment, moves the date by one business day. If your system isn’t live by that date, your first month is free: we waive your first monthly fee (clause 7.2) and tell you so in writing. The setup fee doesn’t change. This waiver is the only remedy for a late go-live: no other credit, refund or damages are owed for the delay, except where clause 14(b) applies. It covers our own work, not results (clause 2(d)).

7.2 The monthly fee

Your monthly fee starts 14 days after go-live: your first two weeks are included in the setup fee. It is charged in advance, on the same day each month (or on the last day of a month that has no such day), and never for part of a month. Each monthly fee is the price of your systems for the whole billing month it covers. It is not an advance on later work. Each system’s monthly fee includes the volume shown in your portal (for example, up to 30 posts a month). If you go over it in a month, your system keeps working, and we’ll talk with you before anything changes.

If we waive your first monthly fee under clause 7.1 (*Your go-live date and our guarantee*), it isn’t charged, and your first charge is the next monthly fee, a month later.

7.3 Automatic charges to your card: your consent

(a) You pay payment 1 from the invoice link we email you when you sign.

(b) You may save a card on Stripe’s secure page, which you reach from your portal (*Manage card*) or when you pay an invoice. Stripe, our payment processor, holds your card details; we never see or keep your full card number.

(c) **By signing this agreement, you authorize us to charge the card you have saved, without asking you each time:** each monthly fee on its due date, and setup payments 2 and 3 when they fall due. Each charge is the amount your proposal states, or the new monthly fee after a change made under clause 7.5, plus the taxes that apply (7.4). Stripe emails you a receipt for each charge.

(d) If no card is saved, or a charge fails, we email you an invoice with a payment link instead: for a setup payment, due 14 days after we send it; for a monthly fee, due on its usual date.

(e) You can change or remove your card at any time on Stripe’s page. Removing it ends the automatic charges: from then on, we email you each payment as an invoice with a payment link.

7.4 Taxes

The sales taxes that apply are added to each payment, worked out from your business address. In Québec they are the GST and the QST. Elsewhere in Canada they are the GST or the HST, and a provincial sales tax where we must charge one. For a business in the United States, they are any sales tax we must charge there. Each invoice shows each tax.

7.5 Changes to the monthly fee

We don't change your monthly fee in your first 12 months of service, including a month whose fee we waived. After that, we may change it at most twice in any 12 months. Each time, we give you at least 30 days' written notice, and the new fee never applies to a billing month you have already paid for. If you don't want the new fee, you may end this agreement instead (clause 8.2), with no penalty.

7.6 Late payment

- (a) If a payment isn't made by its due date, you are in default by the mere lapse of time, without any notice or reminder from us.
- (b) If a payment is more than 10 days late, we may pause your systems until it is paid, but only after we have sent you one written warning. While your systems are paused, your portal opens only its Billing and Messages sections until the amount is paid, and the monthly fee keeps falling due.
- (c) We end this agreement for non-payment only as clause 8.4 says. Amounts already due stay due.

8. How this agreement ends

8.1 Month to month

This agreement starts when both of us have signed it and goes on from month to month, with no minimum term.

8.2 When you end it

- (a) You may end this agreement at any time by written notice to us. An email is enough, and so is *Give notice* in your portal. Unless (c) or (d) says otherwise, this agreement ends on the day you give notice. We ask for 30 days' notice, so we can prepare your files, but you don't have to give it.
- (b) Your systems and your portal keep running for you until the last day of service: the last day of the billing month you have already paid for. These terms keep applying to your use of them until then. We don't bill any later month. The monthly fee is the price of the whole billing month (clause 7.2) and you keep the use of your systems to the end of the month you paid for, so we don't refund any part of a monthly fee for a month that has begun.
- (c) If you give notice before go-live, this agreement ends on the day you give it, which is then the last day of service, and the stages not started cost nothing (clause 7.1).

(d) If you give notice after go-live but before your first monthly charge, this agreement ends the day before your first monthly charge, which is then the last day of service, and no monthly fee is charged.

8.3 When we end it

We may end this agreement by giving you at least 30 days' written notice. It then ends on the last day of a billing month you have paid for, or whose fee we waived under clause 7.1: the first one that ends at least 30 days after our notice. That day is the last day of service. That month is billed as usual; the next one is not.

8.4 Ending for non-payment

If an amount stays unpaid, we may send you a written notice that this agreement will end if the amount is still unpaid 10 days after the notice is sent. If it is still unpaid then, we may end this agreement, on that day or later, by writing to you. The last day of service is then worked out as clause 1 says. Amounts already due stay due.

8.5 What happens at the end

(a) On the last day of service, your systems stop: nothing more is made, scheduled or published. What is already published stays where it is.

(b) From the last day of service, your portal stays open for 30 days, read-only, except that you can still write to us in Messages. You can download everything with *Download all my data*.

(c) Within 10 days after the last day of service, if you haven't downloaded it yourself, we send you your hand-over pack: the outputs from the months you paid for that aren't yet published, the final texts, the media as delivered, your results history and your brand and style guide.

(d) If you gave us access to any of your own accounts, we remove that access within 5 business days after the last day of service and confirm it to you in writing. You can also remove it yourself at any time.

(e) 30 days after the last day of service, we delete your portal and everything in it. Copies in our backups are gone within 90 days after the last day of service. We keep only what a law requires us to keep, such as invoices, and, for each output that was published, one proof record: the platform, the date, the link, the final public text, who approved it and how, and the result of our checks. A proof record holds no photo, no note and no other personal information.

(f) Ending this agreement doesn't limit your rights if we fail to do what we promised. Clauses 7.6, 9, 10, 14 and 17 keep applying after the end.

9. Who owns what

(a) **Your inputs stay yours.** You give us the right to use them only to run, check and maintain your systems until the last day of service, and as clause 10 says.

(b) **Your outputs become yours.** We assign to you, in writing, all the copyright we hold in each output, from the moment we receive the payment for the period in which it was made: the last setup payment for the outputs made during the setup and your first two weeks after go-live, which the setup fee covers, and each monthly fee for the outputs made in its billing month. This clause is that written assignment, and Shawn Nabizada's signature on this agreement is the signature it needs. Where an output is made with AI tools, the assignment covers whatever rights exist in it.

(c) **Your systems stay ours.** The systems and everything that makes them work stay ours: their code, steps, prompts, settings, checks and AI set-up, the portal, and our methods and know-how, including what we build or improve while we run your systems. You have the use of your systems, through your portal, until the last day of service and your fees are paid. Ending this agreement doesn't transfer them to you.

(d) **Your accounts stay yours.** Any account of yours that a system works with, such as a social media page or a website, stays yours and in your name.

(e) **Naming you.** We don't name you as a client, or show your outputs or results anywhere other than your own portal and accounts, without your written permission. You can give that permission, and withdraw it, at any time.

(f) **Our own numbers.** We may use counts about how your systems run, such as the number of runs and outputs and what they cost us, to run and improve our business. These counts contain none of your inputs or outputs.

(g) **Connecting your Facebook and Instagram accounts.** When you connect your Facebook Page or Instagram account in your portal, Meta gives us an access token for it: a key that lets your system post to that account. We keep it only on our portal's server, encrypted, and use it only to post what clause 5(h) allows and to check that the connection still works. Each post sends Meta its text, its image description and its photos, under your own account. You can disconnect at any time, in your portal or in your Meta business settings, and your system then stops posting there. We delete the token when you disconnect, and on the last day of service. What we receive from Meta for your accounts, such as a post's link, is yours to use as Meta's Platform Terms allow, and you agree not to use it in a way they forbid.

10. Confidentiality and personal information

(a) **Confidentiality.** We keep confidential what you give us and what your systems make for you, and we use it only to provide your systems under this agreement and, as (h) says, to suggest systems that would help you. You keep confidential what you learn about how our systems work.

(b) **Your customers' personal information.** When your inputs hold personal information about your customers or other people, such as a name in a note or a person in a photo, your business is responsible for that information, and we hold it on your behalf to carry out this agreement. This agreement is the written mandate that section 18.3 of Québec's Act respecting the protection of personal information in the private sector asks for. For that information, we:

protect its confidentiality: only Shawn Nabizada and the providers named in clause 11 have access, each only to what your systems need, and we protect it with security measures that are reasonable given how sensitive it is;

use it only to carry out this agreement, and for no other purpose;

don't keep it after this agreement ends: we delete it as clause 8.5 says, within 30 days after the last day of service, and from our backups within 90 days, unless a law requires us to keep it.

(c) **If something goes wrong,** we tell your person in charge of the protection of personal information, without delay, of any violation or attempted violation of these obligations by anyone, and we let that person carry out any verification of our confidentiality measures. Your person in charge is the person who signs this agreement, unless you name someone else in writing.

(d) **Requests from your customers.** If one of your customers asks us for access to their information, or to correct it, we pass the request on to you. When you ask us to, we delete a person's information from your portal, and we tell you which published outputs may still show it, so you can take them down.

(e) **Test cases.** To check that your systems keep working well, we may keep a few of your inputs and outputs, chosen one by one, as test cases for your systems. They are deleted when you delete the job they came from, and on the last day of service.

(f) **Information about you and your users.** For information about you and the people who sign in to your portal, such as names, email addresses, sign-in records, messages with us and billing, we are the business responsible. Our privacy policy, linked from your portal, says what we collect, why, and your rights.

(g) **Our contact.** Our person in charge of the protection of personal information is Shawn Nabizada, owner. Write to contact@snabbysoftware.com.

(h) **Your business handbook.** We keep notes on how your business works: its steps and who does them, its rules, what you offer, your customers in general (the questions they ask, never their individual records), your voice, your past work, the tools you use and your goals. We build them from what you give us: your kickoff and business profile, your inputs and approvals, your conversations with your portal's assistant once it has one, and occasional short questions that you can answer or skip. We use them so your systems fit how you work, and to suggest systems that would help you. They hold the job-related details, such as role, trade and certifications, of the people you confirm are on your staff; your business is responsible for that information, and we hold it for you as (b) says, only for your systems. They never hold passwords, anyone's health or family information, or anyone

you haven't confirmed as staff. Your handbook is your business's information: we delete it with the rest of your portal, as clause 8.5 says.

11. Where your data is kept and processed

(a) **Hosting in Canada.** Your portal and your systems' data are hosted in Canada, in Toronto, on servers rented from DigitalOcean, a US-owned provider. DigitalOcean also keeps a daily backup of those servers, in the same Toronto datacenter.

(b) **Copies in Québec.** Each night, an encrypted copy of your portal's data is taken to our own computer in Québec, whose disk is encrypted, and from there by hand to our encrypted backup drive.

(c) **AI processing in the United States.** The AI steps of your systems are processed by Anthropic, in the United States (clause 12).

(d) **Email notices.** Your portal's emails to you, such as sign-in codes and review reminders, are sent through Amazon Simple Email Service, which processes them in Canada, in Montréal; it receives your email address, your first name and the notice.

(e) **Assessment and agreements.** Before your data is first put into your portal, we carry out the privacy impact assessment that section 17 of the Act asks for, covering these providers, and we have a written agreement with each of them. We give you a copy of the assessment on request.

(f) Our privacy policy lists the other providers we use to run our own business, for example for payments and email.

12. AI in your systems

(a) Your systems use AI models from Anthropic (Claude), through accounts we keep for client work, with a separate key and a spending limit for each system. You don't need an account of your own.

(b) Each AI step receives only what it needs: the parts of your business profile that the system reads, the inputs of the job it is working on, and photos as resized copies with their location data removed.

(c) Your notes, answers and photos are treated as information for the AI, never as instructions to it.

(d) AI can make mistakes. That is why every output passes automated checks, and why your review, where your system has one, comes before anything is used.

(e) No AI reads or answers your messages to us in your portal: Shawn answers them himself.

(f) Under Anthropic's commercial terms with us, we keep the rights in what we send to its models and in what they return, and clause 9(b) passes the outputs to you.

13. Availability

We run your portal and your systems with care, but we don't promise that they will always be available or free of errors. We announce planned maintenance in your portal. If a problem stops a system from delivering what is due, we tell you and fix it as soon as we reasonably can.

14. Limit of our liability

(a) Our liability to you for all claims together is limited to the total of the fees, before tax, that you paid us in the 12 months before the first claim.

(b) This limit doesn't apply to bodily or moral injury, or to injury caused by our intentional or gross fault.

15. Notices

A notice under this agreement is given in writing, and an email is enough: to you, at the email address of the person who signed this agreement, or another address you give us in writing; to us, at shawn@snabbysoftware.com. *Give notice* in your portal is also a written notice to end this agreement.

16. Language

(a) For a business in Québec, this agreement is drawn up in French, and in English after the French. The two versions say the same thing, and you received the French version before signing.

(b) A business in Québec may choose to be bound by the English version only, if it asks for it in writing after receiving the French version.

(c) A business outside Québec may sign this agreement in English only. By signing the English version, it states that this is its wish.

(d) Invoices and receipts for a business in Québec are in French, or in French and English with the French first.

17. Law and courts

The laws of Québec govern this agreement. The courts of Québec have jurisdiction over any dispute about it.

18. General

- (a) **The whole agreement.** Your proposal and these terms are the whole agreement between us about your systems. They replace what we discussed before.
 - (b) **For your business.** You confirm that you are a business and that you buy your systems for your business, not for personal use.
 - (c) **If a clause is invalid,** the rest of this agreement still applies.
 - (d) **Transfer.** Neither of us may transfer this agreement to someone else without the other's written consent, except that Shawn Nabizada may transfer it to a company he controls, with written notice to you.
 - (e) **These terms.** These are our client terms, version 2026-11. A later version applies to you only if you accept it in writing.
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